

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

| | | |
|----------------------------------|---|---------------------------------------|
| _____ |) | |
| LANDMARK LEGAL FOUNDATION |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | Civil Action No. 12-1726 (RCL) |
| |) | |
| ENVIRONMENTAL PROTECTION |) | |
| AGENCY, |) | |
| |) | |
| Defendant. |) | |
| _____ |) | |

STIPULATION OF SETTLEMENT AND DISMISSAL

Plaintiff Landmark Legal Foundation and Defendant United States Environmental Protection Agency (“EPA”), through their undersigned counsel, hereby settle and dismiss the above-entitled lawsuit brought under the Freedom of Information Act (“FOIA”), 5 U.S.C. § 552, as amended, and the Privacy Act, 5 U.S.C. § 552a. The Parties stipulate and agree to the following provisions:

1. Defendant shall pay Plaintiff the total sum of \$313,000.00 (Three Hundred Thirteen Thousand Dollars and no/cents) in full settlement of its claims for attorney’s fees, costs, and expenses. This payment shall be made by an electronic transfer of funds as specified in instructions provided to Defendant’s counsel by Plaintiffs’ counsel in writing. Payment shall be made as promptly as practicable, consistent with the normal processing procedures followed by the EPA, but no later than 45 days following the dismissal of the above-captioned civil action. Plaintiffs and Plaintiffs’ counsel shall cooperate with

Defendant to ensure that all documentation required to process this payment is complete and accurate. This payment is inclusive of Plaintiffs' attorneys' fees, costs, and other litigation expenses, and defendant shall have no further liability for those fees, costs, and expenses.

2. The execution and filing of this Stipulation signed by both parties shall constitute a dismissal of the above-captioned civil action with prejudice pursuant to Fed. R. Civil. P. 41(a)(1)(A)(ii).
3. This Stipulation provides for the full and complete satisfaction of all claims which have been or could have been asserted by Plaintiff against EPA in the above-captioned civil action.
4. This Stipulation does not constitute an admission of liability or fault on the part of EPA, the United States, its agents, servants, or employees, and is entered into by both parties for the sole purpose of compromising disputed claims. This Stipulation will not be used as evidence or otherwise in any pending or future civil or administrative action against the Defendant or the United States, or any agency or instrumentality of the United States.
5. This Agreement may be executed electronically or in one or more counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. This Agreement may be executed in facsimile or Adobe PDF attachments sent via electronic mail with the same force and effect as an executed original of the same.

Respectfully submitted,

/s/ Michael J. O'Neill

Michael J. O'Neill, D.C. Bar # 478669
LANDMARK LEGAL FOUNDATION

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By: /s/ _____
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